

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101904743

11-27-01

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FASMA, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other a Delaware limited liability corporation

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: LaSalle Business Credit, Inc.

Internal Suite 425 Address:

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Trademark Security Agreement

Execution Date: November 8, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No(s) 75/714286 76/259424 76/259401 76/259423 76/259400

B. Trademark Registration No.(s)

410E

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Imee Maravilla

Internal Address: LaSalle Business Credit, Inc. Suite 425

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 69

7. Total fee (37 CFR 3.41) \$ 1740.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard Pierce Name of Person Signing

Signature

November 26, 2001 Date

Total number of pages including cover sheet, attachments, and document: 25

11/29/2001 LMUELLER 00000027 75714286

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 02 FC:482

40.00 OP 1700.00 OP

SCHEDULE I

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Ser. No.</u>
United States	Smooth Days Ahead		76/198373
United States	Smoother Than Later		76/150317
United States	Smootherapy		76/182011
United States	Straight A Head		76/150318
United States	The Smooth Fairy		76/182207
United States	Tootsies		75/556193
United States	Truly, Madly, Deeply		76/186406
United States	Wash 'N Glow		76/179401

SCHEDULE I

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Ser. No.</u>
United States	Fresh Idea		76/207461
United States	Get Sheerious		76/179402
United States	Get Up And Glow		76/151112
United States	Glisten Clearly		76/179326
United States	Glisten To This		76/182208
United States	Glisten Up!		76/178017
United States	Glow Bare		76/209653
United States	Glow Get It		76/150301
United States	Glowing Places		76/150319
United States	Gotta Glow		76/223607
United States	In The Thick Of It		76/151113
United States	Into The Deep		76/179327
United States	Mighty Fine Shine		76/150439
United States	Moisture Madness		76/152250
United States	Morning Sheer		76/179403
United States	Papaya Silk	2319889	
United States	Peace At Hand		76/183305
United States	Peace Treaty		76/151111
United States	Pure Ambition		76/183962
United States	Pure Island Papaya	2333871	
United States	Quick Minded		76/151763
United States	Sheer Bliss		76/150320
United States	Sheer Wonderful		76/150316
United States	Sheer Wonderfull		76/164557
United States	Silk A Peel		76/179328
United States	Silk Clean Pie		76/164558
United States	Silk Me Over		76/178014
United States	Silken Treasure		76/178018
United States	Simply Touched		76/152541
United States	Smooth Days Ahead		76/150440

SCHEDULE I

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Ser. No.</u>
Spain	Sarah Michaels & Design	1976358	
Taiwan	Sarah Michaels & Design	730429	
Taiwan	Sarah Michaels & Design	752156	
United States	Sarah Michaels & Design	1730536	
United States	Sarah Michaels & Design	1963024	
United States	Solage & Design	1795048	
United States	Spring Dreams	2428874	
United States	The Eraser	1168225	
United States	The Ultimate Bath		75/832808

FREEMAN TRADEMARKS

<u>COUNTRY</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Ser. No.</u>
United States	Are You Glistening		76/183401
United States	Aromesentials	1698262	
United States	Aromesentials	2336161	
United States	Away We Glow		76/179400
United States	Bare Foot	1983825	
United States	Beautiful Bath	1845309	
United States	Beautiful Hair Botanicals	2419751	
United States	City Silker		76/179325
United States	Deep Impact		76/178016
United States	Deep Impact		76/222424
United States	Deepest Desire		76/178015
United States	Deeply Relieved		76/152252
United States	For Heaven's Silk		76/223606
United States	Freeman	1614557	
United States	Freeman & New Design	2197110	
United States	Freeman Beautiful Skin	1872177	

SCHEDULE 1

<u>Trademark</u>	<u>Reg. No.</u>
Sarah Michaels & Design	1730536
Sarah Michaels & Design	1963024
Freeman	1614557
Freeman & Design	2197110



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 28 day of Nov, 2001, by FASMA, LLC, a Delaware limited liability corporation ("**Borrower**") in favor of LaSalle Business Credit, Inc., with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Lender**"):

W I T N E S S E T H

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such

additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

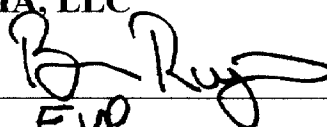
19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

FASMA, LLC

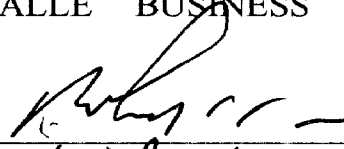
By
Its



EVP

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT,
INC.

By 
Its Vice President

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LLC\trademarksecurityagreement.doc) 10/31/01
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SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
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**See Schedule I attached
hereto**

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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**See Schedule I attached
hereto**

SCHEDULE I

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Ser. No.</u>
Panama	Freeman	055891	
Peru	Aromesentials	63892	
Peru	Freeman & Old Design	101062	
Peru	Freeman	61476	
Poland	Freeman & Old Design	76067	
Portugal	Freeman	334143	
Puerto Rico	Freeman	44319	
Romania	Freeman	37308	
Russia	Freeman		99704499
Saudi Arabia	Freeman & Old Design	253/46	
Singapore	Freeman & Old Design	S/5816/91	
Slovak Republic	Freeman & Old Design	178125	
Slovenia	Freeman & Old Design	93-70863	
Sweden	F & Design	231178	
Sweden	Freeman		98/08478
Switzerland	Freeman & Old Design	414679	
Taiwan	F & Design	539552	
Taiwan	Freeman	539511	
Taiwan	Freeman	528259	
Thailand	F & Design	148044	
Thailand	Freeman	148043	
Turkey	Freeman	161423	
United Arab Emirates	Freeman & Old Design	5673	
→ United States	Bare Foot & Design		75/714286
Uruguay	Freeman & Old Design	253743	
Venezuela	Freeman & Old Design	169229F	
Vietnam	Freeman	35481	
Vietnam	Freeman & New Design		42454
Yugoslavia	Freeman		Z-1201/98

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SCHEDULE I

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Ser. No.</u>
Germany	Freeman & Old Design	2043502	
Germany	Freeman	39862400	
Greece	F & Design	100360	
Honduras	Freeman & New Design		4554/98
Hong Kong	Freeman & New Design	11783/2000	
Hong Kong	Freeman	B05321	
Hungary	Freeman	157529	
India	Freeman		689210
Indonesia	Freeman & Old Design	320795	
Iran	Freeman & Old Design	68388	
Ireland	Freeman	211100	
Israel	Freeman & Old Design	88528	
Italy	Freeman		MI98C011
Japan	F & Design	2503107	
Japan	Freeman & New Design	4249870	
Jordan	Freeman & Old Design	3837	
Korea	F & Design	227843	
Kuwait	Freeman & Old Design	24397	
Lebanon	Freeman & Old Design	58694	
Lithuania	Freeman	38058	
Macedonia	Freeman & New Design		Z-200000036
Malaysia	Freeman & Old Design	MA/43789	
Mexico	F & Design	401438	
Mexico	Freeman	385070	
Mexico	Sunlock	644755	
New Zealand	Freeman & Old Design	B221724	
Nigeria	Freeman & Old Design	56880	
Norway	Freeman & Old Design	164710	
Norway	Freeman	202117	
Panama	F & Design	055892	

SCHEDULE I

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Ser. No.</u>
Argentina	Freeman & Old Design	1479517	
Australia	Freeman & New Design	751825	
Australia	Freeman & Old Design	B557660	
Austria	Freeman	180629	
Bahamas	Freeman		22695
Benelux	Freeman & Old Design	519420	
Bolivia	Freeman & Old Design	57576-C	
Brazil	Freeman & Old Design	818395225	
Brazil	Freeman	816579881	
Bulgaria	Freeman	35856	
Canada	F & Design	402783	
Canada	Freeman	450939	
Chile	Freeman & Old Design	418612	
Chile	Freeman	397597	
China	Freeman & Old Design	665232	
China	Freeman (in Chinese)	724581	
Colombia	Freeman & Old Design	147491	
Costa Rica	Freeman & Old Design	78093	
Croatia	Freeman & Old Design		Z933107A
Czech Republic	Freeman & Old Design	183349	
Denmark	Freeman & Old Design	04135/1996	
Dominican Republic	Freeman	81638	
Ecuador	Freeman & Old Design	1055-93	
Egypt	Freeman & Old Design	86399	
El Salvador	Freeman & Old Design		4893/95
Estonia	Freeman	31156	
Finland	Freeman & Old Design	121348	
France	Freeman	95/598485	

SCHEDULE I

<u>Country</u>	<u>Mark</u>	<u>Ser. No.</u>
United States	A Wash Come True	76/259401
United States	Fu-Fu Foam	76/259400
United States	Ooh La Loofah	76/259424
United States	Shimmer Chic	76/259423

SCHEDULE I

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Ser. No.</u>
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United States	The Smooth Fairy		76/182207
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United States	Truly, Madly, Deeply		76/186406
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United States	Glow Get It		76/150301
United States	Glowing Places		76/150319
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United States	Into The Deep		76/179327
United States	Mighty Fine Shine		76/150439
United States	Moisture Madness		76/152250
United States	Morning Sheer		76/179403
United States	Papaya Silk	2319889	
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United States	Pure Ambition		76/183962
United States	Pure Island Papaya	2333871	
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United States	Simply Touched		76/152541
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SCHEDULE I

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Taiwan	Sarah Michaels & Design	752156	
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United States	Sarah Michaels & Design	1963024	
United States	Solage & Design	1795048	
United States	Spring Dreams	2428874	
United States	The Eraser	1168225	
United States	The Ultimate Bath		75/832808

FREEMAN TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Ser. No.</u>
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United States	Aromesentials	2336161	
United States	Away We Glow		76/179400
United States	Bare Foot	1983825	
United States	Beautiful Bath	1845309	
United States	Beautiful Hair Botanicals	2419751	
United States	City Silker		76/179325
United States	Deep Impact		76/178016
United States	Deep Impact		76/222424
United States	Deepest Desire		76/178015
United States	Deeply Relieved		76/152252
United States	For Heaven's Silk		76/223606
United States	Freeman	1614557	
United States	Freeman & New Design	2197110	
United States	Freeman Beautiful Skin	1872177	

SCHEDULE I

SARAH MICHAELS TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Ser. No.</u>
Australia	Sarah Michaels & Design	667868	
Australia	Sarah Michaels & Design	667867	
Benelux	Sarah Michaels & Design	579159	
Canada	Sarah Michaels & Design	TMA40396	
Canada	The Ultimate Bath		1037893
China	Sarah Michaels & Design	980180	
China	Sarah Michaels & Design	972587	
Dominican Republic	Sarah Michaels & Design	105314	
France	Sarah Michaels & Design	95576299	
Germany	Sarah Michaels & Design	395257417	
Great Britain	Sarah Michaels & Design	2024863	
Hong Kong	Sarah Michaels & Design	11442/1997	
Hong Kong	Sarah Michaels & Design	11441/1997	
Italy	Sarah Michaels & Design	728060	
Japan	Sarah Michaels & Design	4177081	
Japan	Sarah Michaels & Design	4243870	
Mexico	Sarah Michaels & Design	506385	
Mexico	Sarah Michaels & Design	523922	
New Zealand	Sarah Michaels & Design	314907	
New Zealand	Sarah Michaels & Design	314904	
New Zealand	Sarah Michaels & Design	314905	
New Zealand	Sarah Michaels & Design	314906	
Philippines	Sarah Michaels & Design		4-1999-06188
Singapore	Sarah Michaels & Design	6171/95	
Singapore	Sarah Michaels & Design	6170/95	
Spain	Sarah Michaels & Design	1976359	

SCHEDULE 1

<u>Trademark</u>	<u>Reg. No.</u>
Sarah Michaels & Design	1730536
Sarah Michaels & Design	1963024
Freeman	1614557
Freeman & Design	2197110